

# LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 10 of June 2019, by and between Morrow County Hospital, (hereinafter referred to as "Landlord"), and OhioHealth Corporation, an Ohio not-for-profit corporation exempt under IRC (501)(C)(3) (hereinafter referred to as "Tenant").

## BASIC LEASE PROVISIONS:

The following provisions ("Basic Lease Provisions"), and the terms and conditions in Attachment I attached hereto and incorporated herein, are included in and a part of this Lease:

- I. **"Building"** - as used in this Lease means the building located at the following address:  
651 West Marion St, Mt. Gilead, Morrow County, OH 43338
- II. **"Demised Premises"** - as used in this Lease means the approximately 3,595 rentable square feet located on the first (1<sup>st</sup>) floor of the Building. The Demised Premises is outlined in Exhibit A. The Demised Premises shall also include the non-exclusive right to use the common areas of the Building, such as hallways, entrances, public restrooms, etc. The common areas of the Building are designated, and may be modified from time to time, by the Landlord.
- III. **"Term"** - as used in this Lease means the term of this Lease that begins on the Commencement Date and ends no sooner than three (3) years later, provided that it shall then be automatically extended on a month to month basis and shall continue in effect unless and until terminated as a result of: (i) the parties entering into a new leases intended by its own terms to supersede this Lease; (ii) the provision of thirty (30) days advance written notice by either party of its intent to terminate this lease effective as of the first anniversary of the Commencement Date, or the end of any month thereafter; or (iii) as otherwise specifically provided by this Lease. Notwithstanding the foregoing, if the Commencement Date is a day of the month other than the first day of the month, then the term shall be extended to include the number of days from the Commencement Date until the first day of the month following the Commencement Date. The last day of the Term shall be the "Lease Termination Date" Provided however, the original Term may be renewed beyond the original Lease Termination Date pursuant to Tenant's exercise of its option to renew as provided in Section XII of the Basic Lease Provisions of the Lease, if any.

IV. "Commencement Date" – means the date the Tenant is entitled to possession of the Premises. The Commencement Date of this Lease shall be June 10, 2019. All rent and other periodic payments that accrue in accordance with the terms of this Lease shall commence on the Commencement Date.

V. "Annual Rental" - as used in this Lease means the total basic rental fees to be paid by Tenant to Landlord under this Lease, in accordance with the following schedule:

LEASE YEAR (I.E. A LEASE YEAR IS EACH SUCCESSIVE 12-MONTH PERIOD AFTER THE COMMENCEMENT DATE, EXCEPT THAT IF THE COMMENCEMENT DATE IS OTHER THAN THE FIRST DAY OF A CALENDAR MONTH, THE 1 <sup>ST</sup> LEASE YEAR SHALL COMMENCE ON THE FIRST DAY OF THE CALENDAR MONTH FOLLOWING THE COMMENCEMENT DATE, AND EXPIRE 12 MONTHS THEREAFTER )	RENTABLE SQUARE FOOTAGE OF THE DEMISED PREMISES RENTABLE SQUARE FEET IS THE TENANT'S USABLE AREA PLUS THE TENANT'S PERCENTAGE SHARE OF THE BUILDING'S COMMON AREAS, ALL AS SOLELY DETERMINED AND CALCULATED BY THE LANDLORD.	BASE RENTAL RATE PER RENTABLE SQUARE FOOT PER YEAR (\$\$)	OPERATING COST BUDGET PER RENTABLE SQUARE FOOTAGE PER YEAR (AFTER THE END OF THE FIRST CALENDAR YEAR DURING THE TERM, THE OPERATING COST BUDGET MAY BE ADJUSTED EACH YEAR BY LANDLORD PURSUANT TO PARAGRAPH 3 (B) (1) OF ATTACHMENT I) (\$\$)	TOTAL ANNUAL RENTAL FOR DEMISED PREMISES (I.E. THE BASE RENTAL RATE PLUS OPERATING COST BUDGET TIMES RENTABLE SQUARE FEET IN THE DEMISED PREMISES) (\$\$)	MONTHLY INSTALLMENT OF ANNUAL RENTAL DUE ON THE FIRST DAY OF EACH CALENDAR MONTH IN ADVANCE, PER SECTION 3 (A) (\$\$)
6/6/2019-5/31/2022	3,595	\$21.00	N/A	\$75,495	\$6,291.25

VI. "Tenant's Prorata Share" - as used in this Lease means 0 percent (%), representing the estimate of the rentable square feet of the Demised Premises in relation to the rentable square feet of the Building, as determined by the Landlord. Tenant's Prorata Share is subject to adjustment by Landlord to account for changes in the rentable square footage of the Building or the Demised Premises.

VII. "Address for Rent" - as used in this Lease means:

Attn: Patient Accounting Manager  
Morrow County Hospital  
651 West Marion Road  
Mt. Gilead, OH 43338

VIII. "Designated Purpose" - as used in this Lease means a medical office use and any use not inconsistent with the zoning for the Demised Premises.

IX. "Tenant Improvements" - INTENTIONALLY OMITTED

X. "Additional Rental" - as used in this Lease means any amounts due Landlord

under the Lease other than the Annual Rental. Unless agreed to by Landlord or provided otherwise in the Lease, Additional Rental shall be due and payable immediately when accrued, at the Address for Rent, and with ten (10) days written notice, but otherwise without notice, demand, abatement, deduction or set off.

XI. **Restriction on Lease to Disqualified Persons** - Landlord agrees that in exchange for Tenants execution of this Lease, Landlord represents, covenants and warrants as a condition of this Lease that neither Landlord nor any permitted/non-permitted tenant of the Building or Premises, nor any person who is an employee, officer, director or owner of Landlord may at any time qualify as a "Disqualified Person," as defined in Exhibit DP attached hereto and incorporated herein, nor shall Landlord enter into any agreement with any Disqualified Person with regard to the lease of space in the Building or Premises.

XII. **Option to Renew this Lease:** At the end of the original term of this Lease, Tenant shall have the option to renew this Lease for two (2) additional term(s) of one (1) year, provided that: (1) Tenant is not then in default hereunder and has performed all of its obligations under this Lease; and (2) Tenant has given Landlord written notice of its election to exercise the option at least 60 days prior to the expiration of the original Term of this Lease. The aforementioned renewal shall be upon the same terms and conditions of this Lease, including the rent payable during the renewal term.

XIII. **Right of First Refusal:** Tenant shall have an on-going Right of First Refusal ("ROFR") on any and all additional space in the Building that becomes available for lease during the Term. If Landlord desires to lease any such space and has received a written offer from a bona fide third party to lease such space or if Landlord and such third party have entered into a letter of intent for the leasing of such space, Landlord shall notify Tenant of the terms and conditions under which it intends to lease the space, as provided in the written offer or letter of intent. Tenant shall have fifteen (15) business days to accept or counter the proposal. Should agreement not be reached by Landlord and Tenant during said fifteen (15) day period, then negotiations may continue or Landlord shall be free to lease the space to the third-party tenant from whom it has received the written offer or with whom it has signed a letter of intent, upon the terms specified in the offer or letter of intent; provided that, if Landlord has not entered into a lease with such third party within 90 days after sending notice to Tenant in accordance with this Section XIII, then Landlord shall not enter into a lease with such third party or any other party without first again offering such space to Tenant in accordance with the terms of this Section.

XIV. **Exclusive Use:** Landlord covenants and agrees that it shall not allow a hospital competitor of OhioHealth, or its health care subsidiaries or affiliates, to lease

space in or otherwise occupy the Building during the term of this Lease or any renewal or extension thereto.

XV. *Other Terms and Conditions.* NONE

LANDLORD AND TENANT AGREE TO THE ABOVE BASIC LEASE PROVISIONS AND TO THE TERMS AND CONDITIONS SET FORTH IN ATTACHMENT I ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH FULLY REWRITTEN, ALL OF WHICH CONSTITUTE THIS LEASE AGREEMENT.

In the event of any conflict between the terms of the foregoing Basic Lease Provisions and the terms of Attachment I, the terms of the foregoing Basic Lease Provisions will prevail.

(The rest of this page is left intentionally blank.)

SIGNATURES:

IN WITNESS WHEREOF, the respective parties hereto have executed this Lease by and through their duly authorized representatives.

LANDLORD:

Morrow County Hospital

By:

~~Carol Miller~~ Carol Miller

Title:

President + CEO 5/22/19

TENANT:

OhioHealth Corporation, an Ohio not-for-profit corporation

By:

~~Mark Regan~~

Title:

Mark Regan, DPH

ACKNOWLEDGEMENTS

STATE OF OHIO  
COUNTY OF FRANKLIN

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ANGELA L.  
KEENAN  
Notary Public, State of Ohio  
My Commission Expires  
Nov 23, 2023

BE IT REMEMBERED, that on the 23 day of May, 2019, before me As Notary Public in and for said State, personally appeared Chad J. Miller, the \_\_\_\_\_ of the Landlord in the foregoing Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Angela L. Keenan  
Notary Public

STATE OF OHIO  
COUNTY OF FRANKLIN

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}ss:  
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ANGELA L.  
KEENAN  
Notary Public, State of Ohio  
My Commission Expires  
Nov 23, 2023

BE IT REMEMBERED, that on the 7 day of June, 2019, before me As Notary Public in and for said State, personally appeared Scott Greany, the VP, Northtown, DPG of the Tenant in the foregoing Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Angela L. Keenan  
Notary Public